

Article 19
HOURS OF WORK AND OVERTIME

- A. Biweekly Work Period. The work period is defined as eighty (80) hours of work normally performed on ten (10) week days within the fourteen (14) consecutive calendar days which coincide with biweekly pay periods.
- B. Work Day. The work day shall consist of twenty-four (24) consecutive hours commencing at 12:01 a.m.
- C. Work Shift. The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:
- Day Shift - Starts between 5:00 a.m. and 1:59 p.m.
- Afternoon Shift - Starts between 2:00 p.m. and 9:59 p.m.
- Evening Shift - Starts between 10:00 p.m. and 4:59 a.m.
- D. Meal Periods. Work schedules may provide for the work shift to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements.
- E. No Guarantee or Limitation. This Article is intended to be construed only as a basis for scheduling, and shall not be construed as a guarantee or limitation on the number of hours scheduled to be worked per day or per work period.
- F. Overtime.
1. Eligible Unit Members. (Cash Paid)
- Unit members at the 9 (IV) and 10 (V) levels or below the 10 position comparison equivalent level shall be eligible for cash compensation for overtime hours worked.
- a. Overtime hours must be authorized by the Appointing Authority.
- b. Authorized overtime payment shall be paid to eligible employees for time worked in excess of forty (40) hours in a work week.
- c. Premium payment shall not be duplicated (pyramided) for the same hours worked. If a unit member works on a holiday, overtime compensation for the first eight (8) hours worked on the holiday is due and payable only after forty (40) hours worked in a work week.

- d. By mutual agreement between the unit member and the Appointing Authority, unit members at the 9 (IV) and 10 (V) level may earn compensatory time at the rate of time and one-half (1 1/2) for authorized overtime hours worked or be paid time and one-half (1 1/2) their hourly rate. If the Appointing Authority does not permit the unit member to use accrued compensatory time credits before the end of the fiscal year in which credits have been earned, at the Appointing Authority's option, the unit member may be paid in cash at the regular rate for the compensatory time credits unused at the end of the fiscal year.

2. Ineligible Unit Members. (Compensatory Time)

Unit members at the 11 (VI) benchmark level and above, or at the 11 position comparison level and above are not normally eligible for cash compensation for overtime hours worked. Such unit members shall be eligible for compensatory time in accordance with the following provisions:

- a. Such ineligible unit members shall be eligible to accumulate and liquidate, on a straight time basis, compensatory time for all authorized hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period. If the Employer schedules employees to work outside of the employees' normal work schedule of 8 hours per day, or the applicable number of hours per day pursuant to an approved alternate work schedule where available, the Employer will not require employees to adjust their hours to remain within 80 hours that pay period.
- b. No more than one hundred fifty (150) hours of authorized compensatory overtime can be banked in a fiscal year, except for unit members in the Department of Transportation. Compensatory time banked by bargaining unit members during a fiscal year (October 1 - September 30) must be liquidated no later than the end of the pay period that includes April 1st of the following year or those hours will be canceled.
- c. Compensatory time must be used before annual leave unless the employee is near the cap and would lose accrued annual leave.
- d. The value of compensatory time is for equivalent time off only. Under no circumstances shall payment be made for unused compensatory time.

- e. In the Departments of Natural Resources and Transportation current practice of accumulating compensatory time shall remain in effect.

2. Exception for Cash Payment to Ineligible Unit Members

At the sole discretion of the Appointing Authority, ineligible unit members may receive cash payment for overtime hours only on an exception basis, in accordance with the following:

- a. Cash Payment Determination. The Appointing Authority determines that because of the nature of the work load in a particular departmental unit the payment of cash for overtime hours worked is necessary
- b. Notice to Union. If such a determination is made, the Appointing Authority shall provide a notice to the Union with a copy to the Office of the State Employer and the Department of Civil Service. The notice will include the reasons for exceptions, the names of affected unit members, and the expected duration of the exception.
- c. Calculation for Cash Payment. If the exception is made to pay ineligible unit members for overtime, such unit members shall be paid as follows:
 - (1) If their rate is less than or equal to \$27.04 per hour, the unit member will be paid time and one half ($1^{1/2}$) for overtime.
 - (2) If their rate is greater than \$27.04 per hour they will be paid time and one half ($1^{1/2}$) times \$27.04 or straight time, whichever is greater.
 - (3) As long as the premium payment of overtime rate established each year by the Department of Civil Service is equal to or greater than the maximum rate for the Transportation Engineer 12, the parties agree to be governed by the Department of Civil Service established rate.
 - (4) If the maximum rate for the Transportation Engineer 12 exceeds the rate established by the Department of Civil Service, the new rate shall be subject to negotiation by the parties.
 - (5) Premium payment shall not be duplicated (pyramided) for the same hours worked.

4. DEQ-PEAS. Employees who are designated the Department of Environmental Quality as responsible for responding to the Pollution Emergency Alerting System (PEAS) shall receive cash payment in accordance with F.3(b) and (c) above for each emergency response which is not contiguous to the employee's regularly scheduled hours. At the beginning of each fiscal year, the employee may designate whether PEAS response compensation in accordance with this section will be made in cash or compensatory time.
- G. Alternate Work Schedules and "Flex-Time" Agreements. The parties agree to extend the current Alternate Work Schedule and "Flex-Time" Agreements listed in Appendix B of the current Collective Bargaining Agreement until December 31, 2004.
- H. Voluntary Work Schedule Adjustment Program. Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the program by submitting a completed standard Voluntary Work Schedule Adjustment Agreement form to his or her supervisor. Employees continue to have the right, by not submitting a standard agreement form, to not participate in any of the program's two plans.

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and Appointing Authority, based upon whether such participation would adversely impact upon the Department's operations and/or budget. In all other cases, once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

Plan A. Biweekly Scheduled Hours Reduction.

1. Eligibility.
Only full-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan A.
2. Definition.
With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the agreement. The employee may enroll for a minimum of one (1) pay period. The standard hours per pay period for the employee to

receive the benefits of paragraphs A.3 and A.4. below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on Plan A will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

3. Insurances.

All State-Sponsored Group Insurance Programs, including Long Term Disability Insurance, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

4. Leave Accruals and Service Credit.

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participating in Plan A.

Plan C. Leave of Absence.

1. Eligibility.

Full-time and part-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

2. Definition.

With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

3. Insurances.

All state-sponsored group insurance programs with the exception of Long Term Disability (LTD) insurance, in which the employee is enrolled shall be continued without change in coverage, benefits, or

premiums for the duration of the leave of absence, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

4. Leave Accruals.

Accumulated annual leave, personal leave, and sick leave balances will automatically be frozen for the duration of the leave of absence. The employee will not accrue leave credits during the leave of absence.

5. Service Credit.

An employee shall incur no break in service due to participating in Plan C. However, no state service credit will be granted for any purpose.